

**PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES  
(Carson Successor Agency/Anderson Penna Partners, Inc.)**

**Project No. 1043 – Carson Street Master Plan**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6<sup>th</sup> day of May, 2014, by and between the CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and ANDERSON PENNA PARTNERS, INC. a California corporation ("Consultant"). The term Consultant includes employees performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Agency/City of Carson ("City") entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid dated April 17, 2014, including all the described scope of work and additional services recommended in the proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Agency/City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Agency/City hereunder.

1.5 Familiarity with Work. By executing this Contract, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Agency/City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Agency/City, except such losses or damages as may be caused by Agency/City's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. Agency/City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$975,067.00 for this project which is determined to be subject to the existing city's Project Labor Agreement, ("Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Agency/City; Consultant shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the Agency/City in the form approved by the City's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, Agency/City shall pay Consultant for all expenses stated thereon which are approved by Agency/City pursuant to this Agreement no later than the last working day of the month.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the Agency/City's control, including other governmental entities. Accordingly, the Agency/City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

## 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed within the time period established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. Extensions to the time specified in the schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of

the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency/City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Agency/City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and until completion of the services but not exceeding 425 calendar days from the date of start of construction and the notice to proceed to provide construction management and support for the duration of the construction.

#### 4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Dino D'Emilia is hereby designated as being the Principal in Charge and representative of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Project No. 1043 – Carson Street Master Plan

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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for Agency/City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Agency/City.

4.2 Contract Officer. Mr. Gilbert M. Marquez, Acting Principal Civil Engineer, is hereby designated as being the representative of the Carson Successor Agency ("Agency") authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Agency/City to the Contract Officer. Unless otherwise specified herein, any approval of Agency/City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the Agency/City required hereunder to carry out the terms of this Agreement.



4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Agency/City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency/City. In order to change or add any consultants from those represented in the Request for Proposals/Qualifications and Fee Proposal, dated April 17, 2014, the Consultant will be required to submit a statement of qualifications for the proposed consultants and the Agency/City will grant written permission for the change. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency/City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Agency/City.

4.4 Independent Contractor. Neither the Agency/City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Agency/City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of Agency/City and shall remain at all times as to Agency/City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Agency/City. Agency/City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency/City harmless from any and all taxes, assessments, penalties, and interest asserted against Agency/City by reason of the independent Consultant relationship created by the Agreement. Consultant shall fully comply with the workers compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold harmless Agency/City from any failure of Consultant to comply with applicable worker's compensation laws. Agency/City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency/City from Consultant as a result of Consultant's failure to promptly pay to Agency/City any reimbursement or indemnification arising under this Section.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency/City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the Agency/City.

(d) Property Damage Insurance. Property damage insurance with a minimum coverage of \$1,000,000 per claim.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Agency/City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the Agency/City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the Agency/City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided Agency/City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Agency/City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Agency/City due to unique circumstances.

In the event the Consultant subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is

required to maintain policies of insurance proportional to their work effort or \$1M Professional Liability pursuant to this Section 5.1

5.2 Indemnification. Consultant agrees to indemnify the Agency/City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that are asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Consultant, its agents, employees, subcontractor, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the Agency/City, its officers, agents or employees but excluding such claims or liabilities arising from the negligence or willful misconduct of the Agency/City, its officers, agents or employees, who are directly responsible to the Agency/City, including the negligence or willful misconduct of the Agency/City's contractors, subcontractors, and other consultants not retained by the Consultant, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the Agency/City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Agency/City, its officers, agents, and employees harmless therefrom;

(c) In the event the Agency/City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the Agency/City, its officers, agents or employees, any and all costs and expenses incurred by the Agency/City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

## **6.0 RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Agency/City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if

Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Agency/City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Agency/City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All reports, records, surveys, drawings, specifications, computer files, field data, notes, documents and other materials prepared by Consultant, its employees, subcontractors and/or agents in the performance of this Agreement are instruments of professional service ("Instruments of Service") and shall be the property of Agency/City and shall be delivered to Agency/City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Agency/City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Agency/City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Agency/City for all damages resulting therefrom. The Agency/City shall not reuse or make any modification to Instruments of Service without the prior written authorization of the Consultant. The Agency/City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and consultants (collectively, "Consultant") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the authorized reuse or modification of the Instruments of Service by the Agency/City or any person or entity that acquires or obtains the Instruments of Service from or through the Agency/City without the written authorization of the Consultant.

6.4 Release of Documents. The reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

6.5 Confidentiality of Data. All data and information relating to the Agency/City's operations which are designated confidential by the Agency/City and made available to the Consultant or which becomes available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to the Agency/City. The identification of all such confidential data and information as well as the Agency/City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Consultant by the Agency/City. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other



legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, however, Agency/City shall be excused from payment if Consultant has for any period failed to perform its work in a satisfactory manner. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit Agency/City's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.7.

7.3 Retention of Funds. Consultant hereby authorizes Agency/City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Agency/City for any losses, costs, liabilities, or damages suffered by Agency/City, and (ii) all amounts for which Agency/City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Agency/City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Agency/City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Agency/City as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The Agency/City reserves the right to terminate this Agreement at any time, with or without cause, upon fourteen (14) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Agency/City, except that where termination is due to the fault of the Agency/City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination for convenience, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. For purposes of this Agreement, cause shall be defined as the failure to abide by all terms and conditions of this agreement, the failure of Consultant to perform its obligations hereunder in a timely and satisfactory manner, or if Consultant ceases performing its work for ten (10) days during any thirty (30) day period.

7.8 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Agency/City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Agency/City shall use reasonable efforts to mitigate such damages), and Agency/City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Agency/City as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be

granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **8.0 AGENCY/CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of Agency/City Officers and Employees. No officer or employee of the Agency/City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Agency/City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the Agency/City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the Agency/City's execution of this Agreement, Consultant shall provide the Agency/City with an executed statement of economic interest.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Agency/City, to the City Manager and to the attention of the Director of Public Works, CITY OF CARSON, 701 East Carson Street, CARSON, California 90745-2224, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason

of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Toxic Materials. The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.


9.7 Contractual relationship with third party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Agency/city or Consultant.




IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to be effective 07/23, 2014.

AGENCY:

CARSON SUCCESSOR AGENCY,  
a public body corporate & politic and a political  
subdivision of the State of California

  
Agency Chairman Jim Dear

ATTEST:

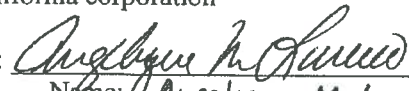
  
Donesia L. Gause, CMC  
Agency Secretary

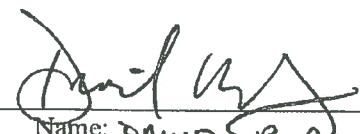
APPROVED AS TO FORM:

  
Agency Counsel

CONSULTANT:

ANDERSON PENNA PARTNERS, INC., a  
California corporation

By:   
Name: Angelique M. Lucero  
Title: CFO / Secretary  
Address: 20280 Acacia St, Suite 100  
Newport Beach, CA 92660

By:   
Name: DAVID R. ANDERSON  
Title: SVP  
Address: 20280 Acacia St. Suite 100  
Newport Beach, CA 92660

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 7/12/15 before me, Aja Lucero

Here Insert Name and Title of the Officer

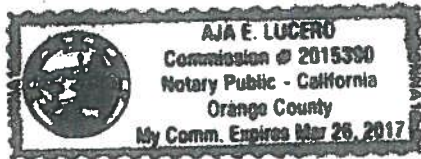
personally appeared Angelique M. Lucero and  
David R. Anderson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: 7/12/14 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Angelique M. Lucero

☒ Corporate Officer — Title(s): CFO

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer's Name: David R. Anderson

☒ Corporate Officer — Title(s): EVP

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: Self  
Anderson Penna Partners Inc.

Signer Is Representing: Self  
Anderson Penna Partners Inc.



## EXHIBIT "A"

The following is a general outline of the scope of work to be provided by the Consultant. Each firm submitting proposals is advised to include any items which they believe may have been overlooked, as well as their specific approach to the general outline included below. Services required to complete this project by the consultant would include:

### **A. Construction Management (CM) Requirements:**

1. Provide a constructability review of the plans and specifications for conflicts, completeness and accuracy.
2. Submit plans and specifications to various departments and agencies for approval as necessary during construction period.
3. Document existing conditions and improvements during construction and maintain an accurate and detailed as-built drawing of all existing (remaining) and new construction.
4. Provide a Project Inspector to observe and document daily activities including taking sufficient photographs of various work to document pre-construction conditions and work in progress. List the details of the inspector's activities with the proposal and the amount of time.
5. Provide a Deputy Inspector (if applicable) for any work that requires specialty inspection to document work in progress. The city's Building and Safety Department is responsible for signing the inspection card after conferring with and reviewing documentation provided by the Deputy Inspector.
6. Coordinate and process utility service application and the timely provision of utility installations and connections (water, sewer, gas, electricity and telephone, etc.) before and during construction.
7. Maintain project documentation.
8. Be available to attend City Council meeting at time of construction contract award and attend at least two other City Council meetings as needed.
9. Coordinate and attend pre-construction meeting.
10. Coordinate and attend progress meeting before and during construction.
11. Assist in the reproduction of the plans and specifications during construction period if necessary.
12. Assist in the bidding process.
13. Digital Documents Capabilities: CM shall have capability to convert both hard copy and computer files to an Adobe PDF format for the purposes of expediting the project via digital document transmittal whenever possible.
14. Coordination of Businesses and other commercial Operations: The CM will take an active role to coordinate and minimize impacts to the operations of the businesses along Carson Street.



15. Coordination of work with the different utility companies that have utility lines in the project area. CM is also responsible for any utility application for service if necessary.
16. Preconstruction and progress meetings: The CM will actively participate in coordinating, inviting all required attendees and chairing the preconstruction and progress meeting. A detailed agenda shall be prepared and distributed to all invitees prior to the meetings by the CM. Minutes and requisite logs shall be sent to all attendees and courtesy distribution lists within 72 hours of each meeting.
17. CPM Schedule review: The CM will review and verify that the contractor's CPM baseline, progress and update schedules, and related submittals comply with the requirements of the specifications, and that all coordination activities are included, prior to recommending approval of the schedule by the Agency.
18. Submittals Processing and Review: Continuously maintain a submittals log which details all submittals required by the project documents, Due dates for each submittal, date received from contractor, date forwarded to other reviewers (if applicable), date comments received from other reviewers, determination resulting from review, and date returned to Contractor. It is expected that the CM will not act as a mere pass-through for submittals, but will perform an active review and make a determination to reject or approve each submittal if it is apparent by comparing the documents submitted in comparison with the specification requirements. Only when submittals require the input of the project design engineer and/or Agency to determine options and/or substitutions that would affect the performance, integration with other systems or project components or aesthetics shall others be included in the review process. The CM shall route courtesy copies to all stakeholders. All submittals shall be turned around within 10 working days, unless otherwise mutually agreed upon between the Agency, CM and Contractor.
19. Requests for Information: The CM will receive and log all requests for information. The CM will conduct an initial review to determine if an answer is readily available from a review of the plans, specifications or known project conditions. The CM shall route the RFI as necessary to relevant affected Stakeholders to determine a coordinated response when necessary. RFIs shall be processed as expeditiously as possible to avoid potential delay to the project, and shall be turned around in no more than 10 working days, unless otherwise mutually agreed upon by the Agency, CM and Contractor.
20. Labor Compliance: Monitor and confirm compliance with prevailing wage, Enhanced Electrical Safety Policy and local hire provisions of the contract. Receive and log certified payrolls from the Contractor and subcontractors. Compare certified payroll reports with inspector daily reports and employee interview forms compiled by the CM team, as well as state and federal prevailing wage rates. Document any discrepancies. Notify and confirm

resolution of each discrepancy with the Contractor or process the statutory payment deductions until such time as discrepancies are resolved.

21. Change Order Management and Claims Avoidance: Implement an efficient process to review, determine merit, then firmly, fairly and expeditiously resolve change order issues in the best interests of the Project. Should there be impasses on particular issues, clearly direct and document the contractor to proceed under protest if so deemed appropriate by the Agency, and track the time and materials utilized in implementing any such disputed work. Work with the Agency and contractor to continue seeking resolution of any disputed items through the completion of the project, and promptly advise the appropriate Agency officials of such matters with regular updates on possible resolution. Assist the Agency as desired with any disputed issues that are not resolved by the end of the project.
22. Provide timely Change Order information for Agency Agenda items as needed.
23. Compose Change Orders from the Architects' scope of work and reference RFI/RFP. Include detailed backup information.
24. Distribute correspondence as necessary to all project participants.
25. File certified payroll (develop log to track submitted payroll each pay period for the general contractor and subcontractors) and respond to agencies requesting information.
26. Attend weekly project progress meeting, prepare minutes and agendas with required attached log and distribute.
27. Prepare and submit proposal
28. Track pay application, review contractor's invoice and forward it with recommendation to the city for payment.
29. Prepare and submit monthly progress reports to the Agency's Project Engineer.
30. File all project documents in an orderly and logical manner approved by the Agency's representative.
31. Turn over project documents at project conclusion or when directed by the Agency's representative.
32. Verify requirements for closeout documents.
33. Maintain phone, fax, address and emergency contact list for all parties including subs and suppliers.
34. Verify receipt of progress payments by subs and suppliers.
35. Take photographs and archive photographs.
36. Track and/or maintain project documents: submittals, RFIs, RFPs, Change Orders, correspondence, Preliminary Notices, Stop Notices, etc.
37. Maintain correspondence, e-mail, and phone call logs as well as project document logs (submittals, RFI and change order related documents)
38. Maintain computer(s) for CM staff with internet capability for e-mailing. (Contractor to provide internet connection)

39. Maintain office and office supplies in contractor furnished trailer/facility on-site. Provide details of office requirements for project specifications.

**B. Inspection Requirements:**

1. Review and become familiar with the contract documents. Review drawings for possible conflicts prior to the work being performed by the Contractor to avoid potential delays due to conflicts in the drawings and other contract documents.
2. Observe daily construction activities and prepare Daily Reports of Inspection. Reports shall be very comprehensive and descriptive of the daily activities and shall include general contractor's and subcontractor's manpower and equipment, suppliers, items of work performed, percent complete, location, problems, solutions, site visits, etc. The inspector will not be permitted to substitute the contractor's daily report. Reports must include the name, classification and employer for each employee on site each day. Reports must be signed by the inspector and initialed reviewed by the Construction Manager / Resident Engineer. Typewritten names must be included under any/all signatures or initials.
3. Conduct interviews with each trade from each subcontractor and the contractor to cross check certified payroll.
4. Perform deputy inspections (if applicable) during the course of construction and coordinate inspections of the Building and Safety Inspector. Building and Safety Inspectors work Monday through Thursday unless it is an official holiday.
5. Coordinate the inspection process including soil testing, compaction testing, concrete testing and other testing deemed necessary required by the specifications. Track the hours to verify billings.
6. Verify the progress of the "As-Built" (maintained by the general contractor) and maintain a separate and complete set of "as-built" for the Agency including changes from submittals, RFIs and other change order documents. Document existing conditions and improvements during construction and maintain an accurate and detailed as-built drawing of all existing (remaining) and new construction. Compare CM/inspector's as-built drawings with contractor's as-built documents in conjunction with payment application reviews, and document resolution of discrepancies or process requisite payment withholding until resolution.
7. Verify pay application submitted amounts.
8. Process submittals.
9. Review change order proposals from the general contractor for accuracy, completeness and pricing equity.
10. Take photographs daily, document and archive.

11. Update plans and specifications with any addendum, RFI, Supplemental Instructions, Change Orders, etc.
12. Track and/or maintain project documents: submittals, RFIs, RFPs, Change Orders, correspondence, Preliminary Notices, etc.
13. Attend and participate in weekly project progress meeting, as necessary during active construction periods of the project,
14. Perform regular walk-through and final check of the project to assure that the work is completed as intended.

#### Agency Responsibilities

The Agency will:

- A. Provide the available copies of plans and specifications.
- B. Review and comment on shop drawings.



EXHIBIT "B" (AGREEMENT)

**NOT REQUIRED**

**EXHIBIT "C" (AGREEMENT)**

**SCHEDULE OF COMPENSATION**

**Compensation will be per revised Fee Proposal dated April 17, 2014 (attached),  
submitted by the Consultant to the Agency.**

## **EXHIBIT "D"**

### **SCHEDULE OF PERFORMANCE**

**Consultant's performance in providing construction management and support for the duration of the construction shall continue until completion of the services but not exceeding 425 calendar days from the date of start of construction and the Notice to Proceed.**

**AMENDMENT NO. 1**

2015 OCT 22 PM 2:44

**TO PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1043 - CARSON  
STREET MASTER PLAN  
(Carson Successor Agency / Anderson Penna Partners, Inc.)**

**THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1043 - CARSON STREET MASTER PLAN** ("Amendment"), is effective as of July 7, 2015, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and ANDERSON PENNA PARTNERS, INC. a California corporation ("Consultant") (Agency and Consultant referred to collectively as "parties" and individually as "party" herein).

**RECITALS**

A. Agency and Consultant entered into that certain Professional Services Agreement for Project Construction Management and Inspection Services ("Agreement"), executed by and between the parties effective as of May 6, 2014, by which Consultant would provide project construction management and inspection for Carson Street Master Plan Project No. 1043 to the City of Carson ("City").

B. While extensive work has been completed by Consultant, additional work is required as follows:

- Provide additional services by assisting City staff and the Agency Counsel's office in providing technical information necessary in determining the valid basis for the rejection of the lowest monetary bidder, and the determination that the lowest monetary bidder's bid did not meet the requirements of the contract documents and is non-responsive and therefore rejected.
- Provide a full time construction manager to be engaged with the Consultant and the project staff due to the extent of the improvements proposed and the level of coordination required by the project.
- Additional inspection services for night inspections during the construction of the driveways that cannot be blocked during the day which are necessary to ensure completion of the project in a timely manner.
- Provide additional constructability review and rebidding support services.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by not to exceed amount of \$200,000.00 to



perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

## **TERMS**

**1. Agreement Changes.** The Agreement is amended as provided herein.

A. Section 1.1. "Scope of Services", is hereby amended, to add the following language to the "Scope of Services" attached at the end thereof to the Agreement as Exhibit "A":

- Provide additional services by assisting City staff and the Agency Counsel's office in providing technical information necessary in determining the valid basis for the rejection of the lowest monetary bidder, and the determination that the lowest monetary bidder's bid did not meet the requirements of the contract documents and is non-responsive and therefore rejected.
- Provide a full time construction manager to be engaged with the Consultant and the project staff due to the extent of the improvements proposed and the level of coordination required by the project.
- Additional inspection services for night inspections during the construction of the driveways that cannot be blocked during the day which are necessary to ensure completion of the project in a timely manner.
- Provide additional constructability review and rebidding support services.

B. Section 2.0. Compensation: is hereby amended, to increase the total compensation from \$975,067.00 by an amount not-to-exceed two hundred thousand more dollars (\$200,000.00), resulting in a total compensation amount not to exceed \$1,175,067.00, by deleting the first sentence in Section 2.1 ["Contract Sum"] to be replaced with the following sentence:

For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$1,175,067.00 for this project which is determined to be subject to the existing city's Project Labor Agreement, ("Contract Sum"), except as provided in Section 1.8.

**2. Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Agency and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Agency that, as of the date of this Amendment, Agency is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Agency represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Amendment No. 1 as of the date first written above.

ATTEST:

By: Jim Dear

Jim Dear  
Agency Secretary

"AGENCY"

CARSON SUCCESSOR AGENCY,

a public body corporate & politic and a political subdivision of the State of California

By: Chairman Albert Robles

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: City Attorney

"CONSULTANT"

ANDERSON PENNA PARTNERS, INC.,  
a California corporation

By: Lisa M. Penna

Name: LISA M. PENNA

Title: PRESIDENT / CEO

Address: 3737 Birch St Suite 250  
Newport Beach CA 92660

By: Angelique M. Lucero

Name: Angelique M. Lucero

Title: CEO

Address: 3737 Birch St., Ste 250  
Newport Beach CA 92660

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

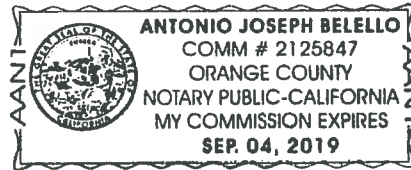
COUNTY OF LOS ANGELES

On October 20, 2015 before me, Antonio J. Beello, personally appeared Angelique Lucero, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><input type="checkbox"/> INDIVIDUAL</p> <p><input checked="" type="checkbox"/> CORPORATE OFFICER</p>	<p><b>CAPACITY CLAIMED BY SIGNER</b></p>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p>
<p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p>	<p><b>TITLE(S)</b></p>	<p><b>TITLE OR TYPE OF DOCUMENT</b></p>
		<p><b>NUMBER OF PAGES</b></p>
		<p><b>DATE OF DOCUMENT</b></p>
<p><b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p> <p>_____</p>		<p><b>SIGNER(S) OTHER THAN NAMED ABOVE</b></p> <p>_____</p>

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

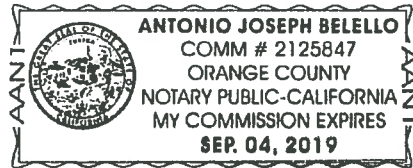
COUNTY OF LOS ANGELES

On October 20, 2015 before me, Antonio J. Belello, personally appeared Lisa Penning, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input checked="" type="checkbox"/> CORPORATE OFFICER</p> <p style="text-align: center;">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S)    <input type="checkbox"/> LIMITED</p> <p style="text-align: center;">                                 <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>_____</p> <p><b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <p>_____</p> <p style="text-align: center;">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">NUMBER OF PAGES</p> <p>_____</p> <p style="text-align: center;">DATE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">SIGNER(S) OTHER THAN NAMED ABOVE</p> <p>_____</p> <p>_____</p> <p>_____</p>
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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following Services:**

- A.** Provide additional services by assisting City staff and the Agency Counsel's office in providing technical information necessary in determining the valid basis for the rejection of the lowest monetary bidder, and the determination that the lowest monetary bidder's bid did not meet the requirements of the contract documents and is non-responsive and therefore rejected.
- B.** Provide a full time construction manager to be engaged with the Consultant and the project staff due to the extent of the improvements proposed and the level of coordination required by the project.
- C.** Additional inspection services for night inspections during the construction of the driveways that cannot be blocked during the day which are necessary to ensure completion of the project in a timely manner.
- D.** Provide additional constructability review and rebidding support services.

#### **II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

#### **III. Consultant will utilize the following personnel to accomplish the Services:**

- A.** Bill Zein, P.E. – Senior Project Manager
- B.** Joe Stoakley, P.E. - Construction Manager
- C.** Anastacia Mylonas, P.E. - Office Engineer
- D.** Donna Sanabria – Documents Control
- E.** Deborah Cobb - Labor Compliance Officer
- F.** Dana Hutchins – Public Works Inspector
- G.** William E. Mendoza, P.E. – QSP/QSD Special Inspector
- H.** C. Hui Lai, P.E. – Traffic and Light Special Inspector
- I.** Gilbert Florez – Landscape and Irrigation Special Inspector

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

# EXHIBIT "C"

Construction Management and Inspection City of Carson Carson Street Masterplan, Project No. 1043 Bidability, Constructability Review (Task Completed)												
TITLE	HRS / DAY	DAYS	Total Hours	RATE	Amount							AMOUNT
Senior Project Manager (Bill Zein, P.E.)	2.5	5	12.5	\$ 165.00	\$ 2,062.50							\$2,062.50
Construction Manager (Joe Stokley, P.E.)	8.0	10	80.0	\$ 148.00	\$ 11,840.00							\$11,840.00
Office Engineer (Anastasia Mylonas, P.E.)	4.0	9	36.0	\$ 100.00	\$ 3,600.00							\$3,600.00
Administration / Documents Control (Labor Compliance, Deborah Cobb, Donna Sanabria)	2.0	4	8.0	\$ 95.00	\$ 760.00							\$760.00
Public Works Inspector (Dana Hutchins)	2.0	4	8.0	\$ 108.00	\$ 864.00							\$864.00
Special Inspector-QSP/QSD (William E. Mendoza)	0.0	5	0.0	\$ 116.00	\$ 0.00							\$0.00
Special Inspector-Traffic & Light (C. Hui Lai, P.E., T.E.)	0.0	5	0.0	\$ 132.00	\$ 0.00							\$0.00
Special Inspector-Landscape & Irrigation (Gilbert Flores)	0.0	5	0.0	\$ 132.00	\$ 0.00							\$0.00
<b>SUBTOTAL:</b>					<b>\$32,077.50</b>							<b>\$32,077.50</b>
REMAINING RECONSTRUCTION PHASE Projected Cash Flow												
TITLE	HRS / DAY	DAYS	Total Hours	RATE	Amount							AMOUNT
Senior Project Manager (Bill Zein, P.E.)	2.5	5	12.5	\$ 165.00	\$ 2,062.50							\$2,062.50
Construction Manager (Joe Stokley, P.E.)	8.0	10	80.0	\$ 148.00	\$ 11,840.00							\$11,840.00
Office Engineer (Anastasia Mylonas, P.E.)	4.0	9	36.0	\$ 100.00	\$ 3,600.00							\$3,600.00
Administration / Documents Control (Labor Compliance, Deborah Cobb, Donna Sanabria)	2.0	4	8.0	\$ 95.00	\$ 760.00							\$760.00
Public Works Inspector (Dana Hutchins)	2.0	4	8.0	\$ 108.00	\$ 864.00							\$864.00
Special Inspector-QSP/QSD (William E. Mendoza)	0.0	5	0.0	\$ 116.00	\$ 0.00							\$0.00
Special Inspector-Traffic & Light (C. Hui Lai, P.E., T.E.)	0.0	5	0.0	\$ 132.00	\$ 0.00							\$0.00
Special Inspector-Landscape & Irrigation (Gilbert Flores)	0.0	5	0.0	\$ 132.00	\$ 0.00							\$0.00
<b>SUBTOTAL:</b>					<b>\$19,110.50</b>							<b>\$19,110.50</b>
CONSTRUCTION PHASE - CONTRACT TIME = 487 CALENDAR DAYS (Approx. 320 Working Days)												
TITLE	HRS / DAY	DAYS	Total Hours	RATE	Amount	Aug. 17 thru Aug. 31, 2015	Sept. 1 thru Dec. 31, 2015	Jan. 1 thru March 31, 2016	April 1 thru June 30, 2016	July 1 thru Sept. 30, 2016	October thru November 29, 2016	AMOUNT
Principal Project Manager (Bill Zein, P.E.)	0.8	290	232.0	\$ 165.00	\$ 38,280.00	\$ 1,584.00	\$ 11,220.00	\$ 8,448.00	\$ 8,390.00	\$ 8,448.00	\$ 29,600.00	\$38,280.00
Construction Manager (Joe Stokley, P.E.)	8.0	320	2560.0	\$ 148.00	\$ 378,880.00	\$ 13,024.00	\$ 100,640.00	\$ 75,776.00	\$ 76,590.00	\$ 82,880.00	\$ 29,600.00	\$378,880.00
Office Engineer (Anastasia Mylonas, P.E.)	2.0	290	580.0	\$ 100.00	\$ 58,000.00	\$ 2,200.00	\$ 17,000.00	\$ 12,800.00	\$ 13,000.00	\$ 13,000.00	\$ 29,600.00	\$58,000.00
Administration / Documents Control (Labor Compliance, Deborah Cobb, Donna Sanabria)	3.0	290	870.0	\$ 95.00	\$ 82,650.00	\$ 3,135.00	\$ 24,225.00	\$ 18,240.00	\$ 18,525.00	\$ 18,525.00	\$ 21,200.00	\$82,650.00
Public Works Inspector (Dana Hutchins)	8.0	320	2560.0	\$ 106.00	\$ 271,360.00	\$ 9,328.00	\$ 72,080.00	\$ 54,272.00	\$ 55,120.00	\$ 59,360.00	\$ 21,200.00	\$271,360.00
Special Inspector-QSP/QSD (William E. Mendoza, EIT)	1.0	200	200.0	\$ 116.00	\$ 23,200.00	\$ 1,276.00	\$ 6,960.00	\$ 5,800.00	\$ 4,640.00	\$ 4,524.00	\$ 21,200.00	\$23,200.00
Special Inspector-Traffic & Light (C. Hui Lai, P.E., T.E.)	8.0	80	640.0	\$ 132.00	\$ 84,480.00	\$ 1,320.00	\$ 21,120.00	\$ 21,120.00	\$ 21,120.00	\$ 21,120.00	\$ 10,560.00	\$84,480.00
Special Inspector-Landscape & Irrigation (Gilbert Flores)	8.0	120	960.0	\$ 132.00	\$ 126,720.00	\$ 1,320.00	\$ 21,120.00	\$ 21,120.00	\$ 21,120.00	\$ 52,800.00	\$ 10,560.00	\$126,720.00
<b>SUBTOTAL:</b>					<b>\$1,063,570.00</b>							<b>\$1,063,570.00</b>
POST-CONSTRUCTION/PROJECT CLOSEOUT PHASE												
TITLE	HRS / DAY	DAYS	Total Hours	RATE	Amount							AMOUNT
Construction Manager (Joe Stokley, P.E.)	8.0	30	240.0	\$ 148.00	\$ 35,520.00							\$35,520.00
<b>SUBTOTAL:</b>					<b>\$35,520.00</b>							<b>\$35,520.00</b>
General Reimbursables (allowance)												\$7,745.50
<b>TOTAL CM SERVICES:</b>												<b>\$1,175,667.00</b>

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**Consultant shall perform the following tasks at the following rates:**

	<b>RATE/HR</b>
<b>A. Senior Project Manager</b>	\$165.00
<b>B. Construction Manager</b>	\$148.00
<b>C. Office Engineer</b>	\$100.00
<b>D. Documents Control</b>	\$95.00
<b>E. Labor Compliance Officer</b>	\$95.00
<b>F. Public Works Inspector</b>	\$106.00
<b>G. QSP/QSD Special Inspector</b>	\$116.00
<b>H. Traffic and Light Special Inspector</b>	\$132.00
<b>I. Landscape and Irrigation Special Inspector</b>	\$132.00

- I. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, and materials charged to the Services.
- III. The total compensation for the Services shall not exceed \$1,175,067.00 as provided in Section 2.1 of this Agreement.
- IV. The Consultant's billing rates for all personnel are attached as Exhibit C.

## EXHIBIT "D"

### SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule developed by Consultant as indicated on the spreadsheet shown in Exhibit "C".

\\Carson\_nas\devsvrs\ENGINEERING SERVICES DIVISION\PROJECTS\1043 Carson Street Master Plan\CONSTRUCTION MANAGEMENT\ANDERSON PENNA PARTNERS\Agreement with ANDERSONPENNA\_First Amendment FINAL.doc



## AMENDMENT NO. 2

### TO PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1043 - CARSON STREET MASTER PLAN

(Carson Successor Agency / Anderson Penna Partners, Inc.)

**THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1043 - CARSON STREET MASTER PLAN** ("Amendment"), is effective as of October 4<sup>th</sup>, 2016, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and ANDERSON PENNA PARTNERS, INC. a California corporation ("Consultant") (Agency and Consultant referred to collectively as "parties" and individually as "party" herein).

### RECITALS

A. Agency and Consultant entered into that certain Professional Services Agreement dated May 6, 2014 ("Agreement") whereby Consultant agreed to provide Project Construction Management and Inspection Services to City in connection with that certain project identified as Project No. 1043 for a sum not-to-exceed \$975,067.00.

B. Agency and Consultant entered into Amendment No. 1 to the Agreement on July 7, 2015, whereby City and Contractor (i) extended the term of the Agreement until December 31, 2016; (ii) increased the Contract Sum to \$1,175,067.00; (iii) modified the method of payment; and (iv) listed additional scope of work to be performed by the Consultant.

C. While extensive work has been completed by Consultant, extended professional services of the Consultant are required due to the complex nature of the project and the additional construction time needed to complete it.

D. Accordingly, City and Consultant now desire to amend the Agreement for a second time to (i) extend the agreement until September 30, 2017; (ii) modify the method of payment; (iii) list Consultant's employees who would be performing specific jobs under the Agreement; (iv) extend the description of work and increase the compensation by an amount not to exceed \$404,133.97 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

### TERMS

1. **Agreement Changes.** The Agreement is amended as provided herein.

A. Section 1.1. Scope of Services, is hereby amended to add the following additional services, as provided in the attached Exhibit "A":

Provide extended / additional construction management services, construction inspection, and Project Labor Agreement/Labor Compliance monitoring for the work necessary to complete the renovation of the Carson Street Master Plan. These additional

services are the result of changes in the scope of work resulting from unforeseen obstructions such as removal of buried slag structures at various locations, modifications to the reclaimed water line, redesign due to conflicts with other utilities, encountering contaminated soil material, existing material found not suitable for planting, and oil line conflicts requiring field modification and redesign. All these impacts resulted in an increase to the project scope, duration and the need for the additional services. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub-contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

B. Section 2.1. Contract Sum is hereby amended to read as follows:

For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$1,579,200.97 for this project, which is determined to be subject to the existing city's Project Labor Agreement, ("Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Agency/City; Consultant shall not be entitled to any additional compensation for attending said meetings.

C. Exhibit "C" of the Agreement, Schedule of Compensation, is amended per the attached Exhibit "C."

D. Exhibit "D" of the Agreement, Schedule of Performance, is amended per the attached Exhibit "D."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Agency and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Agency that, as of the date of this Amendment, Agency is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Agency represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**5. Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment No. 2 as of the date first written above.

**"AGENCY"**

CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California

By: 

Chairman Albert Robles

**ATTEST:**

By: 

Donesia Gause, Agency Secretary

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: 

Agency Counsel

**"CONSULTANT"**

ANDERSON PENNA PARTNERS, INC.,  
a California corporation

By: 

Name: LISA M. PENNA

Title: PRESIDENT / CEO

Address: 3131 Birch St. Ste 250  
NEWPORT BEACH CA 92660

By: 

Name: Angelique M. Lucero

Title: CFD

Address: 3131 Birch St. Ste 250  
Newport Beach CA 92660

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BY LAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

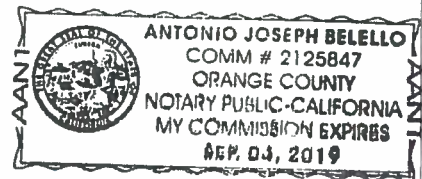
COUNTY OF LOS ANGELES

On 11/4, 2016 before me, Antonio J. Beello, personally appeared Angelina Lucio, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		
<input type="checkbox"/> CORPORATE OFFICER		
<div style="text-align: center;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> <input type="checkbox"/> GENERAL		TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		
_____		



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

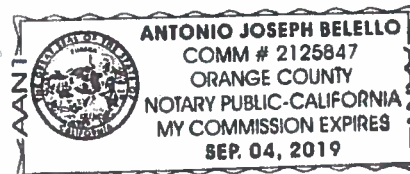
COUNTY OF LOS ANGELES

On 11/4, 2016 before me, Antonio J. Beilello, personally appeared Lisa M. Penna, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER	 
<div style="text-align: center;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="text-align: center;"><input type="checkbox"/> GENERAL</div> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	<div style="text-align: center;">TITLE OR TYPE OF DOCUMENT</div> <div style="text-align: center;">NUMBER OF PAGES</div> <div style="text-align: center;">DATE OF DOCUMENT</div>
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<b>SIGNER(S) OTHER THAN NAMED ABOVE</b> _____ _____

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I. Consultant will perform the following Services, in addition to the Services provided for in Exhibit "A" of the Agreement and Exhibit "A" of the First Amendment (the "Additional Services"):**

Provide extended / additional construction management services, construction inspection, and Project Labor Agreement/Labor Compliance monitoring for the work necessary to complete the renovation of the Carson Street Master Plan. These additional services are the result of changes in the scope of work resulting from unforeseen obstructions such as removal of buried slag structures at various locations, modifications to the reclaimed water line, redesign due to conflicts with other utilities, encountering contaminated soil material, existing material found not suitable for planting, and oil line conflicts requiring field modification and redesign. All these impacts resulted in an increase to the project scope, duration and the need for the additional services. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub-contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- III. Consultant will utilize the following personnel to accomplish the Services:**

- A. Bill Zein, P.E. – Senior Project Manager**
- B. Joe Stoakley, P.E. - Construction Manager**
- C. Anastacia Seims, Omar Alameddine, Sharon Stureman. - Office Engineers**
- D. Donna Sanabria, Brian Briones, Cheila Keuilian – Documents Control**
- E. Deborah Cobb - Labor Compliance Officer**
- F. Dana Hutchins or approved alternate – Public Works Inspector**
- G. Carl Sutherland, Kahono Oei. – QSP/QSD Special Inspectors**
- H. C. Hui Lai, P.E. – Traffic and Light Special Inspector**
- I. Gilbert Florez – Landscape and Irrigation Special Inspector**

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**Consultant shall perform the Additional Services at the following rates:**

	<b>RATE/HR</b>
<b>A. Senior Project Manager</b>	<b>\$165.00</b>
<b>B. Construction Manager</b>	<b>\$148.00</b>
<b>C. Office Engineer</b>	<b>\$100.00</b>
<b>D. Documents Control</b>	<b>\$95.00</b>
<b>E. Labor Compliance Officer</b>	<b>\$95.00</b>
<b>F. Public Works Inspector</b>	<b>\$106.00</b>
<b>G. QSP/QSD Special Inspector</b>	<b>\$116.00</b>
<b>H. Traffic and Light Special Inspector</b>	<b>\$132.00</b>
<b>I. Landscape and Irrigation Special Inspector</b>	<b>\$132.00</b>
<b>I.</b>	Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.
<b>II.</b>	The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include: <ul style="list-style-type: none"><li><b>A.</b> Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.</li><li><b>B.</b> Line items for all materials and equipment properly charged to the Services.</li><li><b>C.</b> Line items for all other approved reimbursable expenses claimed, with supporting documentation.</li><li><b>D.</b> Line items for all approved subcontractor labor, supplies, equipment, and materials charged to the Services.</li></ul>
<b>III.</b>	The total compensation for the Services shall not exceed \$1,579,200.97 as provided in Section 2.1 of this Agreement.
<b>IV.</b>	The Consultant's billing rates for all personnel are attached as Exhibit C.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Additional Services timely in accordance with the plans and specifications and no later than September 30, 2017.**